

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 5</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0002</div>		3. EFFECTIVE DATE <div style="text-align: center;">14-Apr-2004</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W25PHS-3363-5937</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, PHILADELPHIA CONTRACTING DIVISION WANAMAKER BUILDING 100 PENN SQUARE EAS PHILADELPHIA PA 19107-3390		CODE <div style="text-align: center;">W912BU</div>		7. ADMINISTERED BY (If other than item 6) US ARMY ENGINEER DISTRICT, PHILADELPHIA POC: ERNEST SAVOY WANAMAKER BUILDING 100 PENN SQUARE EAST PHILADELPHIA PA 19107-3390		CODE <div style="text-align: center;">E5CTSEGS</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912BU-04-B-0003	
				X		9B. DATED (SEE ITEM 11) 09-Mar-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THIS IS AMENDEMENT NO. 0002 TO SOLICITATION NO. DACW61-04-B-0003, OVERHAUL SHUMAN. <div style="text-align: center;">THIS AMENDEMENT EXTENDS THE BID OPENING TO 23 APRIL 2004 AT 1415 HOURS</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 13-Apr-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CONTINUED

1. **NOTE TO CONTRACTORS:** The following clauses; 52.228-1, 52.228-2, 52.228-11, 52.228-14, and 252.217-7008, are hereby deleted from the solicitation. Any, and all references to bonding requirement are hereby deleted. There is no requirement for the submission of bid, performance or payment bonds.

2. Contractor to remove the following numbered pages, **B-3, M-33, and M-34**, and insert the revised pages numbered the same and annotated as Amendment No. 0002.

Drydock and perform repairs to SURVEY BOAT *SHUMAN* of the USACE PHILADELPHIA DISTRICT in accordance with the attached plans and specifications:

<u>ITEM NUMBER</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	REPAIRS TO SURVEY BOAT SHUMAN	1	VSSL	XXXX	XXXXX
0002	<u>PLANNING</u> (The submittals required for "Planning" are listed in contract clause H02.) This item is initiated by a Notice To Proceed (NTP) issued by the Contracting Officer.	1	JB	XXXX	_____
0003	<u>DRYDOCKING AND REPAIRS</u> (The submittals required for "Drydocking and Repairs" are listed in contract clause H02.) This item is initiated only by a Notice To Proceed issued by the Contracting Officer's Representative after satisfactory completion of Item 0001A. The contractor may not start this item until he receives a Notice To Proceed for this item.	1	JB	XXXX	XXXXX
0004	H-101 Drydocking	40	DY	_____	_____
0005	H-102 Utilities and Services	42	DY	_____	_____
0006	H-201 Fuel Tank Cleaning	1	JB	XXX	_____
0007	M-101 Main Engine Re-powering	1	JB	XXX	_____
0008	M-901 Misc Maintenance (IF DIRECTED)				
	A. LABOR	80	HRS	_____	_____
	B. MATERIALS/EQUIPMENT/and Subcontractors costs included in this line item. Enter Material Mark-up (if applicable) in the UNIT PRICE column and multiply by quantity of \$3,000.00. Enter mark-up as a decimal Example for 10% mark-up \$3,000.00 x 1.10 = \$3,300.00 (Total)	\$3,000.00	DOL	(____)	_____
	NOTE: Contractor to fill in Fixed Burden Rate (FBR) as a whole decimal and multiply by quantity of \$3,000.00				

M-901 MISCELLANEOUS MAINTENANCE (IF DIRECTED)

A. Provide the services of journeymen level mechanics, shipfitters, welders, inside and outside machinists, pipefitters, marine chemists, ladders & insulators, carpenters & joiners, electricians, laborers, burners, riggers, painters and all other shipyard trades to perform work to the ship's equipment for the entire duration of the repair period. Work items will be described in writing on a Government 2-Way Memo Form and shall be based on a joint survey with the contractor. Only the COR/Government Technical Representative is authorized to issue 2-Way memos. Work items will be priced and agreed upon prior to the initiation of any work. See Section H - Special Contract Requirements, Paragraph H-11, entitled "Change Proposals", for requirements of 2-Way Memo submission. The contractor, in connection with any proposal he makes, or the Government requests for a change shall furnish a total, lump sum price together with a price breakdown itemized as required. Unless otherwise directed, the breakdown shall set forth separately the following:

- (a) Materials: Quantity computations and materials pricing (support by invoices or price quotes or define as estimated).
- (b) Labor: Provide manhours by trade as agreed upon by the Contracting Officer's Representative. **Labor cost per hour shall be an average composite rate from the labor categories listed in paragraph A above.**
- (c) Equipment: Define equipment to be employed and hours used. **Contractor shall provide a price for hourly usage as well as standby costs. Provide rates used for equipment separately.**
- (d) Subcontract Costs: Contractor shall submit vouchers of the subcontractor's costs unless waived by the Contracting Officer's Representative.
- (e) Miscellaneous: Any portions of the proposal for estimated costs for changes not covered in (a) to (e) above, shall be defined and set forth separately.

ESTIMATE ON 80 LABOR HOURS. PRICE PER HOUR.

For completion of **80** hours based on a STRAIGHT-TIME rate, contractor will be required to provide adequate staffing and/or double shifts during the entire contract performance period. The HOURLY RATE bid for this item shall include overhead, general and administration costs, and any additional costs or premium time incurred for second and third shifts, weekends, holidays and all travel costs, including insurance, travel to and from shop and work site in excess of one mile and night-differential. A single hourly rate will be paid for each 24-hour day.

The Contractor shall have available at the yard where the work is performed, an ESTIMATOR (or other authorized person) to survey any work that may be found necessary. The estimator shall be made available the same day that the additional work is found (including weekends) and shall submit an estimate of the cost for the within 24 hours.

B. Material and Fixed Burden rate (FBS):

Material, services, and subcontractor costs involved in the maintenance and repair work performed shall be ordered under M-901 B, provided in a lump sum, such as \$3,0000.00.

Actual material and services costs will be paid on the basis of Contractor's purchase orders for required material. Copies of all purchase orders shall be furnished to the Contracting Officer's Representative. Estimate material and services price, as per paragraph (B), above.

All profit shall be based on the OCE weighted Guideline Method.

BURDEN CHARGES: The contractor shall insert in the space provided below and in Section B the percentage burden that will be charged when materials, subcontractor services, equipment rental and any other miscellaneous charge is activated under this Clause. This burden charge shall include profit, material handling, subcontractor handling, general and administrative charges, insurance, overhead and any other charges normally added onto these items. No other such charges or mark-ups will be allowed when activating work under this Clause.

The percentage amount to be charged by the contractor for any materials, subcontractor services equipment rental, and any other miscellaneous charges that are activated under this Clause shall be annotated in Section B. This rate shall remain in effect for the entire contract performance period for all material, equipment and subcontractor costs bid in Section B.

FOR EXAMPLE:

Based on a 10% mark-up

FBR - \$3,000.00 x 1.10 = \$3,300.00